

For Amend. See DB 5424 Pg 423

AMENDMENT TO DECLARATION OF PROTECTIVE AND RESTRICTIVE COVENANTS FOR WATERSIDE SUBDIVISION

STATE OF GEORGIA,
COUNTY OF HALL.

91

This Amendment to Declaration of Protective and Restrictive Covenants, made and published this 20 day of MAY, 1991, by Keelin Properties Inc. of Hall County, Georgia, and James M. Keelin, hereinafter called "Declarants".

WITNESSETH:

WHEREAS, Declarants made and published a Declaration of Protective and Restrictive Covenants for Waterside Subdivision on the 8th day of March, 1990, said Declaration being recorded in Deed Book 1447, Page 163, 164, & 165, Deed Records of Hall County, Georgia; and

WHEREAS, pursuant to the terms of paragraph 5.8 of said Declaration, Declarants desire to subject certain other property to said Declaration of Protective and Restrictive Covenants;

NOW, THEREFORE, Declarants subject the following described property to the terms of said Declaration of Protective and Restrictive Covenants for Waterside Subdivision and incorporate the same by reference. Upon the recording of this instrument, each and every provision of said Declaration of Protective and Restrictive Covenants shall have the force and effect with respect to such property as if it had been originally described in said declaration. The additional property which is hereby subjected to said Declaration of Protective and Restrictive Covenants is described as follows: "Waterside Subdivision - Unit 2 the same being a subdivision of all those certain lots, tracts or parcels of land, situated, lying and being in Hall County, Georgia, and shown and delineated by a plat of survey of the same prepared by Moreland Altobelli Associates, Inc., which plat is dated, MAY 2 1991, and is recorded in the office of the Clerk of Superior Court of Hall County, Georgia in Plat Book 442, pages 33 & 39."

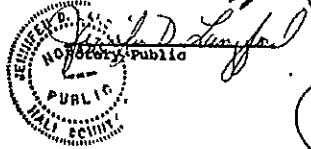
IN WITNESS WHEREOF, the parties have herunto set their hands and seals the day and year first above written.

Signed, sealed and delivered in the presence of:

KEELIN PROPERTIES INC.

[Signature]
Witness

[Signature]
By
JAMES M KEELIN, PRESIDENT



Attest: *[Signature]*
KRISTY KEELIN, SECRETARY
[Signature]
JAMES M KEELIN, INDIVIDUALLY

Georgia, Hall County, Clerk Superior Court
Filed in office, this 18 day of May, 1991
at 11:00 AM, Recorded in Book 1447
Page 163 of the 11 day of May, 1991
at 11:00 AM, SW
DWIGHT S. WOOD, Clerk
[Signature]

→ KEELIN PROPERTIES INC
1155 EDGEWATER DR
ATLANTA, GA 30328
031033

STATE OF GEORGIA
COUNTY OF FULTON

GEORGIA, HALL COUNTY, CLERK
SUPERIOR COURT FILED IN OFFICE
AND RECORDED IN BOOK 5424
PAGE(S) 423-424 THIS 30
DAY OF August 2005 AT 1:31 PM
DWIGHT S. WOOD, CLERK BY DT
(298

SECOND AMENDMENT TO
DECLARATION OF PROTECTIVE AND RESTRICTIVE COVENANTS 000423
FOR WATERSIDE SUBDIVISION

This amendment to Declaration of Protective and Restrictive Covenants, made and published this
30 day of AUGUST, 2005, by Waterside Lot Owners, hereinafter referred to as "Lot Owners".

WITNESSETH:

WHEREAS, on February 27, 1990 Keelin Properties, Inc. recorded that certain Declaration of Protective and Restrictive Covenants for Waterside Subdivision in Deed Book 1447, Page 163, Hall County, Georgia Land Records. Said Declaration was subsequently Amended by instrument dated May 20, 1991, and recorded in Deed Book 1602, Page 91, Hall county Georgia Land Records; and

WHEREAS, paragraph 5.8 of the Declaration permits the Covenants and Restrictions of the Declaration to be amended at any time and from time to time by the owners of at least two thirds of the Lots then subject to the Declaration; and

WHEREAS, 59 Lot Owners out of the 78 Lots subject to the Declaration, which is more than the two thirds required, approve this Second Amendment to the Declaration and subject the following described property to the terms of said Declaration of Protective and Restrictive Covenants for Waterside Subdivision, including all Amendments, and incorporates same by reference. Upon the recording of this instrument each and every provision of said Declaration of Protective and Restrictive Covenants including all Amendments, shall have the force and effect with respect to such property as if it had been originally described in said Declaration. The property, which is hereby subjected to said Declaration of Protective and Restrictive Covenants, including all Amendments, is described as follows:

All that tract of land in Land Lot 3, 8 & 9, of the 10th District Hall County, Georgia. Being Lot #1 through #53, of Waterside Subdivision Unit 1 as shown on Plat prepared by Ayers Associates, dated February 2, 1990 and recorded in Plat Book 141, pages 156 & 157 on March 7, 1990 of Hall County Records.

All that tract of land in Land Lot 4, 8 & 9, of the 10th District Hall County, Georgia. Being Lot #54 through #78, of Waterside Subdivision Unit 2 as shown on Plat prepared by Moreland Altobelli Associates, dated May 2, 1991 and recorded in Plat Book 149, pages 38 & 39 on May 20, 1991 of Hall County Records.

NOW, THEREFORE, the Declaration is hereby amended as follows:

1.

PREAMBLE of the Declaration is amended by deleting the phrase "for a period of twenty (20) years" and substituting "through January 1, 2025" in the last sentence.

2.

ARTICLE I. USES is amended by adding the following paragraphs:

I.10 Leases: Short Term leases of houses shall be prohibited. All Leases shall be for a term of one year or more.

I.11 Occupancy: The number of people occupying a home shall be limited to two people per bedroom.

3.

ARTICLE III. BUILDING STANDARDS is amended by the following:

Delete Paragraph 3.1 in its entirety and replace it with the following:
3.1 ARCHITECTURAL DESIGN: All buildings and structures shall be designed to individually fit and blend with the existing topography, avoiding excessive or radical grading. All buildings shall be constructed to high quality standards with quality materials including but not limited to stone, wood,

brick or stucco. No vinyl siding shall be used on the exterior of any residence. Each residence shall be located within the building lines on a part of the lot that is approximately 100 feet wide whenever possible. No more than 25% of the footprint of each residence shall be located on a part of the lot that is less than 60 feet wide.

Delete Paragraph 3.2 in its entirety and replace it with the following:

3.2 BUILDING SIZE: Each residence, constructed/ installed subsequent to the date of this Amendment, shall have the following minimum finished, heated and day lighted floor area: 3000 square feet. Floor areas shall be exclusive of garages, carports, porches, decks, patios, and outside storage rooms.

Add the following paragraph:

3.7 LOT MAINTENANCE DURING CONSTRUCTION All Lots shall be kept and maintained in a slightly and orderly manner during the period of construction of any structures on said Lots. Excessive trash or rubbish of any kind shall not be permitted to accumulate on any Lot or adjacent Lots. Construction debris shall be placed in dumpsters or wire/plastic trash enclosures, which shall be kept on the Lot and not on the streets. The streets and road shoulders shall be kept clear of litter.

4.

ARTICLE IV. ARCHITECTURAL REVIEW is amended by the following:

Delete Paragraph 4.2 in its entirety and replace it with the following:

4.2 BUILDINGS AND STRUCTURES REQUIRING ARC APPROVAL: Plans for any building or structure, constructed/ installed subsequent to the date of this Amendment, with a roof and a floor area of twelve (12) square feet or more, must be approved by the ARC before construction starts. These plans, including any other above ground improvements which are to be constructed simultaneously, must be submitted, with an application, in accordance with requirements of paragraph 4.3. ARC approval is not required for small buildings (11 square feet or less) structures without a roof, landscaping and landscape accessories that are proposed to build before, after or not simultaneously with a large building (12 square feet or more). No accessory buildings, constructed/ installed subsequent to the date of this Amendment, shall be located where it materially blocks or partially blocks an adjacent property owner's view of the lake from inside the main level of his/her existing residence. All grading and land disturbance shall require ARC approval.

IN WITNESS WHEREOF, the undersigned has hereto set its hand and seal the day and year first above written.

8-23-05

Date

Waterside Subdivision Lot # 1, 2, 4, 12, 13, 14, 17


(Choose one)

I approve of these Amendments *Don R. Kiser* PRESIDENT (seal)

I disapprove of these Amendments _____ (seal)

KERLIN PROPERTIES INC.
Name of Owner, please print

Witness *Dubman A. Haggard*

Notary *Joseph A. Dittmann*


05509
00457
TURN TO: GLENN F. SHERMAN
GLENN F. SHERMAN & ASSOCIATES
1855 LOWER ROSWELL ROAD-SUITE B
MARIETTA, GEORGIA 30068



000457

STATE OF GEORGIA
COUNTY OF HALL

041624

AMENDED DECLARATION OF PROTECTIVE AND RESTRICTIVE COVENANTS
FOR WATERSIDE SUBDIVISION, LOTS 1 THROUGH 78

This Amended Declaration of Protective and Restrictive Covenants, made and published this 7th day of November, 2005 by Keelin Properties, Inc. of Hall County, Georgia, hereinafter called "Developer".

WITNESSETH:

WHEREAS, for clarity and the convenience of Lot Owners, the Developer desires to combine into this one document the following three documents: Declaration of Protective and Restrictive Covenants for Waterside Subdivision Unit 1, Lots 1 through 53, dated February 27, 1990 and recorded in Deed Book 1407, pages 163 through 165 of Hall County, Georgia records; Amendment adding Waterside Subdivision Unit 2, Lots 54 through 78 dated May 20, 1991 recorded in Deed Book 1602, page 91 of Hall County, Georgia records; and Second Amendment which extended the term to January 1, 2025 and amended paragraphs 1.10, 1.11, 3.1, 3.2, 3.7 and 4.2 dated September 27, 2005 recorded in Deed Book 5424 page 423 of Hall County Georgia records and the Corrective Second Amendment recorded at Deed Book 5466 page 455.

WHEREAS, the property, which is hereby subjected to said Declaration of Protective and Restrictive Covenants, including all Amendments, is described as follows:

All that tract of land in Land Lot 3, 8 & 9, of the 10th District Hall County, Georgia. Being Lot #1 through #53, of Waterside Subdivision Unit 1 as shown on Plat prepared by Ayers Associates, dated February 2, 1990 and recorded in Plat Book 141, pages 156 & 157 on March 7, 1990 of Hall County Records.

All that tract of Land in Land Lot 4, 8 & 9 of the 10th District Hall County, Georgia. Being Lot #54 through #78, of Waterside Subdivision Unit 2 as shown on Plat prepared by Moreland Altobelli Associates, dated May 2, 1991 and recorded in Plat Book 149, pages 38 & 39 on May 20, 1991 of Hall County Records.

NOW, THEREFORE, the Amended Declaration is as follows:

USES

- 1.1 SINGLE FAMILY RESIDENCE: All lots in Waterside shall be known, described and used for single family residential purposes.
- 1.2 ACCESSORY RESIDENTIAL USES: Accessory residential uses, including, but not limited to a private garage, home workshop, swimming pool, greenhouse, recreation, all of which shall be customarily incidental to the use of the property as a residence, shall be permitted.
- 1.3 HOME OFFICE: Home office use conducted within a dwelling is permitted provided such use is carried on by the occupant of the dwelling, is clearly incidental and secondary to the use of the dwelling for residential purposes, does not change the character of the dwelling or reveal from the exterior that the dwelling is being used in part for other than residential purposes, and not more than one (1) person besides family members is employed within the home. Such office uses shall be limited to professions which can be managed, coordinated, or for which routine office, clerical or bookkeeping procedures can be conducted within the residence. No

outside storage or display is permitted. A temporary sales office shall be permitted for the Developer to market and sell lots and houses located in Waterside Subdivision until the last unit is sold. All other business, commercial or home occupation use is prohibited, including but not limited to retail sales, sales offices requiring access by the public, and manufacture or repair of merchandise in the home.

- 1.4 ANIMALS/LIVESTOCK: No animals or fowl other than a reasonable number of generally recognized domestic pets, shall be maintained on any lot and then only if they are kept, bred or raised thereon solely as household pets and not for commercial purposes. No animal or fowl shall be allowed to make an unreasonable amount of noise otherwise to become a nuisance. Housing for any animal or bird shall not be visible from the public street and shall be screened from the neighboring property. No Livestock, including but not limited to, horses, cows, pigs, ponies, donkeys and other livestock, may be kept, raised or bred on any lot. No Fowl, including but not limited to, ducks, quail, chickens, turkeys, squabs, pheasants and other fowl, may be kept, raised or bred on any lot.
- 1.5 AGRICULTURE: No subdivision lot may be used to grow agricultural products for commercial purposes.
- 1.6 OUTSIDE CLOTHES DRYING: Outside clothes drying or airing shall not be visible from the public street or adjacent property.
- 1.7 MOTOR VEHICLES, BOATS, AND TRAILERS: Boats, campers, recreational vehicles and trailers cannot be permanently parked unless they are under a roof or screened from the street. No motor vehicle shall be constructed, reconstructed or repaired upon any lot in such a manner as will be visible from neighboring property or from the street, excluding emergency repairs.
- 1.8 MAINTENANCE: Each owner shall be responsible for keeping his building site (whether or not improved), buildings, landscaping, improvements, and appurtenances in good repair and in a safe, clean, neat and orderly condition. Cuts and fills from previous street grading shall be maintained and kept from eroding. Garbage and garbage containers shall be normally kept in areas not visible from the street or adjacent property.
- 1.9 NUISANCES: No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to the neighborhood. There shall not be maintained any plants or animals, or device or thing of any sort whose normal activities or existence is in any way noxious, dangerous, unsightly, unsanitary, offensive, odoriferous, detrimental or unpleasant to other property occupants of Waterside. No owner shall permit any thing or condition to exist upon his lot which shall induce, breed or harbor infectious plant diseases or noxious insect.
- 1.10 LEASES: Short Term leases of houses shall be prohibited. All Leases shall be for a term of one year or more.
- 1.11 OCCUPANCY: The number of people occupying a home shall be limited to two people per bedroom.

BUILDINGS, STRUCTURES AND APPURTENANCES

- 2.1 SINGLE FAMILY DWELLING: One single-family, detached site built house or dwelling may be erected on each lot.
- 2.2 ACCESSORY RESIDENTIAL BUILDINGS AND STRUCTURES: Accessory residential buildings, including but not limited to a private garage, home workshop, garden house, greenhouse, gazebo, pergola, cabana and recreational structures and equipment, which shall be incidental to the use of the property as residential are permitted. All children playground equipment, including but not limited to swings, swing sets, playhouses and tree houses, shall not be visible from the street. Chain link fences must be painted a dark color that blends in with the background, screened by plants and erected at least sixty (60) feet from any public street right away.

- 2.3 ANTENNAS: Any outside antennas, satellite dishes and similar structures must be a neutral color that blends in with the background and located at least seventy (70) feet or more from any public street right of way.
- 2.4 CONSTRUCTION STRUCTURES: Temporary construction structures, trailers, and barricades shall be permitted for construction purposes during the active construction period of a permanent building.
- 2.5 ABOVE GROUND WIRING: Above ground wires or cables used for electrical, telephone, communications, or television service to buildings or structures are not permitted.
- 2.6 SIGNS: Waterside Subdivision signs, "Lot For Sale" signs, and "Home For Sale" signs are permitted. All other business, commercial, home office and home occupation signs are prohibited.

BUILDING STANDARDS

- 3.1 ARCHITECTURAL DESIGN: All buildings and structures shall be designed to individually fit and blend with the existing topography, avoiding excessive or radical grading. All buildings shall be constructed to high quality standards with quality materials including but not limited to stone, wood, brick or stucco. No vinyl siding shall be used on the exterior of any residence. Each residence shall be located within the building lines on a part of the lot that is approximately 100 feet wide whenever possible. No more than 25% of the footprint of each residence shall be located on a part of the lot that is less than 60 feet wide.
- 3.2 BUILDING SIZE: Each residence, constructed/ installed subsequent to the date of this Amendment, shall have the following minimum finished, heated and day lighted floor area: 3000 square feet. Floor areas shall be exclusive of garages, carports, porches, decks, patios, and outside storage rooms.
- 3.3 GARAGES, CARPORTS, PARKING AND DRIVEWAYS: Each residence shall have the following:
 - a garage, minimum 20' x 28' with a closing door, or a carport, minimum 20' x 20', with an additional 180 square feet of adjacent enclosed storage area
 - a paved driveway from the paved street to the garage or carport with a minimum width of eight (8) feet
- 3.4 ROOFS: Sixty per cent (60%) of the roof area of each building or structure shall have a minimum pitch of 4 in 12.
- 3.5 GARAGE CONTAINER AREA: Each dwelling shall have an area for garbage and garbage containers that encloses or screen these containers so they are not visible from the public street or adjacent properties.
- 3.6 LANDSCAPING: At the completion of any construction, all areas disturbed by construction shall be stabilized with landscaping, landscape structures or plantings and all building debris, stumps and cut trees shall be removed.
- 3.7 LOT MAINTENANCE DURING CONSTRUCTION: All Lots shall be kept and maintained in a slightly and orderly manner during the period of construction of any structures on said Lots. Excessive trash or rubbish of any kind shall not be permitted to accumulate on any Lot or adjacent Lots. Construction debris shall be placed in dumpsters or wire/plastic trash enclosures, which shall be kept on the Lot and not on the streets. The streets and road shoulders shall be kept clear of litter.

ARCHITECTURAL REVIEW COMMITTEE

- 4.1 AUTHORITY: The developer shall establish an Architectural Review Committee, hereinafter called the "ARC". The ARC shall consist of three (3) or more members appointed by the developer. At least two (2) members shall be professionals with experience in Architecture, Construction or Landscaping. The ARC is empowered to review all applications, approve, conditionally approve, or disapprove submittals for compliance with these restrictive

covenants. The ARC shall approve, conditionally approve with changes, or disapprove applications and plans within fifteen (15) days of receipt of submittal. The ARC is not empowered and does not assume responsibility for the following:

- the structural adequacy, capacity, or safety features of the proposed improvement or structure;
- soil erosion control, uncompacted, uncompactable, or unstable solid conditions;
- compliance with any or all building codes, zoning regulations, health regulations, safety requirements, governmental laws, regulations, or ordinances;
- performance or quality of work of any contractor.

4.2 **BUILDINGS AND STRUCTURES REQUIRING ARC APPROVAL:** Plans for any building or structure, constructed/ installed subsequent to the date of this Amendment, with a roof and a floor area of twelve (12) square feet or more, must be approved by the ARC before construction starts. These plans, including any other above ground improvements which are to be constructed simultaneously, must be submitted, with an application, in accordance with requirements of paragraph 4.3. ARC approval is not required for small buildings (11 square feet or less) structures without a roof, landscaping and landscape accessories that are proposed to build before, after or not simultaneously with a large building (12 square feet or more). No accessory buildings, constructed/ installed subsequent to the date of this Amendment, shall be located where it materially blocks or partially blocks an adjacent property owner's view of the lake from inside the main level of his/her existing residence. All grading and land disturbance shall require ARC approval.

4.3 **APPLICATIONS FOR PLAN APPROVAL:** All applications for plan approval shall include a completed "Application for Plan Approval for Waterside", attached hereto as exhibit "A", and two (2) sets of the following plans:

- Site Plan at a scale of 1"=20' showing the topography at two foot (2'0") contours, existing and finished grades, structures with distances to property lines, elevations of floor levels and driveway.
- Landscape Plan at a scale of 1"=20' showing existing wooded areas, clearing line, areas disturbed by construction, all areas of new plant material such as trees, shrubs and lawn. This information may be a separate document or incorporated into the Site Plan.
- Floor Plans at a scale of 1/4" = 1'0" including foundation and/or basement, and each floor level.
- Elevations at a scale of 1/4" =1'0" showing the front, back, right side and left side of each building or structure.

Plans shall be submitted at least thirty (30) days prior to the start of construction. One set will be retained by the ARC, and the other set will be returned approved, conditionally approved with changes or disapproved.

- 4.4 **INTERPRETATION:** Any matter, condition, or material not defined herein or any matter requiring interpretive clarification shall remain a matter of discretion on the part of the ARC.
- 4.5 **ASSIGNMENT OF THE ARC:** The developer may, at its sole option and discretion, assign the authority, responsibility, and duties of the ARC to an association of home owners in Waterside.
- 4.6 **TERMINATION OF THE ARC:** The developer may, at its sole option and discretion, terminate the ARC upon the occurrence of any one of the following:
- after January 1, 2000
 - Keelin Properties, Inc. proposes to liquidate
 - homes have been built on 70% of the lots in Waterside
 - developer has sold 80% of the lots in Waterside.

MISCELLANEOUS PROVISIONS

- 5.1 SEVERABILITY: Invalidation of any one of these Covenants or Restrictions by legislation, judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.
- 5.2 OTHER CODES: Whenever the requirements of these restrictions conflict with or differ from the requirements of other applicable codes, zoning resolutions, restrictions or covenants, the provisions which require more restrictive standards shall govern.
- 5.3 NO REVERTER: No restriction is intended to be, or shall be, construed as a condition subsequent or as creating a possibility of reverter.
- 5.4 ENFORCEMENT: The ARC, any Owner, or the Developer shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration to the extent that such rights inure to the respective parties under this Declaration. The prevailing party to any such proceeding shall be entitled to recover reasonable attorney's fees as a part of such proceeding. Failure to enforce any Covenant or Restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. Neither Developer nor ARC have any liability to any party whatsoever for failure to enforce any covenant or restriction.
- 5.5 NON-LIABILITY AND INDEMNIFICATION: Neither the ARC nor any member thereof, nor Keelin Properties, Inc. nor any member of the Board of Directors there, nor agents or employees of Keelin Properties, Inc., nor the respective heirs, successors or assigns of any of the foregoing individuals or entities shall be held liable for losses, damages, claims, or expenses (including attorney fees) or anyone whomsoever, by virtue of or arising from action or inaction taken by ARC in connection with submitted plans and /or specifications, including, without limitation, mistake in judgment of approval or disapproval thereof. Every person submitting plans and/or specifications to the ARC and the owner of the lot or lots to which such plans and/or specifications relate, agree that such party or parties will not bring any action or suit against the ARC, its member, agents or employees or Keelin Properties, Inc., its Board of Directors, agents or employees, nor the respective heirs, successors or assigns of any of the foregoing individuals or entities, by virtue of any losses, damages, claims or expenses (including attorney fees) arising from or related to action or inaction taken by ARC in connection with submitted plans and/or specifications including, without limitation, mistake in judgment, or approval or disapproval thereof. Further, every person submitting plans and/or specifications to the ARC and the owner of the lot or lots to which such plans or specifications relate, hereby agree to indemnify and hold harmless the ARC, its members, agents and employees, Keelin Properties, Inc. and their Board of Directors, agents, employees, from any losses, damages, claims or expenses (including attorney fees) incurred by said indemnified parties in connection with submitted plans and/or specifications, including, without limitation, mistakes in judgment or approval or disapproval thereof.
- 5.6 BOAT DOCKS: Each purchaser of property in the subdivision understands that the construction and maintenance of boat docks is regulated by the United States Army Corps of Engineers and it is the responsibility of the individual owners to obtain a boat dock permit. It is agreed that neither the ARC, Keelin Properties, Inc., James M. Keelin, nor any officer, representative or agent of said entities shall be responsible for obtaining such a permit and it is acknowledged that said entities have made no representation whatsoever as to whether a permit may be obtained.
- 5.7 DRAINAGE: Developer hereby reserves for itself, its successors or assigns, a perpetual, non-exclusive easement upon, across, over and under those areas on said plat marked "Drainage Easement" for the purpose of constructing ditches, drains, storm sewers or other structure in connection with the drainage of water. Said easement may be assigned by developer by written instrument. Notwithstanding said reservation of easement, it is expressly understood by each property owner in the subdivision that the developer assumes no liability and shall

have no liability with respect to the flowage of surface waters in the subdivision. Each owner affirms and agrees that he has personally inspected his property prior to purchase and has determined for himself that there are no problems with respect to the flowage of surface waters by reason of design and construction of the subdivision. Each owner further covenants that he will construct his own residence, grade his property and provide such drainage structures as may be necessary to insure that the flowage of surface waters from his property does not unreasonably or unlawfully damage adjacent properties.

5.8 AMENDMENT: Without further assent or permit, declarants may, in their sole discretion, extent the scheme of this declaration to other real property by filing for record a supplemental declaration with respect to the property to be then subjected to this declaration whereupon the property described in any such supplemental declaration shall be subjected to this declaration with the same force and effect as if such property has been originally described herein. The covenants and restrictions of this declaration may be amended at any time and from time to time during the term hereof by the owners (including developer) of at least two-thirds of the lots then subject thereto. Such amendment shall become effective upon recording the same in the Office of the Clerk of Superior Court of Hall County, Georgia. Every purchaser or grantee of any interest in any property now or hereafter made subject to this declaration, by acceptance of a deed or other conveyance thereof, thereby agrees that the covenants and restrictions of this declaration may be so amended.

IN WITNESS WHEREOF, the Developer hereunto set its hand and seal on the day and year first above written.

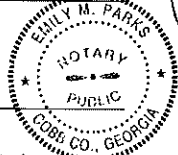
Signed, sealed and delivered in the presence of :

Keelin Properties, Inc.

Kimmelver K.C. McLean
Witness

BY: [Signature]
James M. Keelin, President

[Signature]
Notary Public



Attest:
BY: [Signature]
Kim K. Sak, Vice President

MY COMMISSION EXPIRES JAN. 8, 2008

My Commission expires: _____

Date executed: November 7, 2005

GEORGIA, HALL COUNTY, CLERK
SUPERIOR COURT FILED IN OFFICE
AND RECORDED IN BOOK 5509
PAGE (S) 457-462 THIS 16
DAY OF NOV. 2005 AT 1:02 pm
DWIGHT S. WOOD, CLERK BY [Signature]
5809